IN THE HIGH COURT OF BOMBAY AT GOA

SECOND APPEAL NO. 125 OF 2004

MR.VASANT S.SHIRODKAR (SIN.DEC.) THROUGH L.RS., ...Appellants

Versus

MS.EUFEMIA CAROLINA ROSA ALICE RIBEIRO DE SANTANA ....Respondents

Mrs.A. Agni, Advocate for the Appellants
Shri Ajit R. Kantak, Advocate For R. 5(b)

Coram:- R. M. LODHA, J.

Date:- 5th October, 2005

P.C.:

Heard Mrs. A.Agni, the learned counsel for the appellants.

I perused the Judgments of the two Courts below.

It is not in dispute that the lease agreement between the parties is in respect of a cow-shed/stable. It is also not in dispute that the lease agreement does not relate to the land surrounding the chow-shed/stable. The case of the defendants (appellants herein) before the Courts below was that it was by virtue of an oral agreement that the land surrounding the cow-shed/stable was given on irrevocable licence. The oral evidence in this regard has not been accepted by the two Courts below. There is no justifiable reason for taking a different view. The findings are concluded on facts. No substantial question of law arises.

Second Appeal is dismissed in limine.

R. M. LODHA, J.

sl.